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06:53:30 p.m. 11-02-2009

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X

MICHAEL JEAN-BAPTISTE,

Plaintiff,

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

-against-

09 CV 299 (JG) (CLP)

P.O. PETER MORALES, TAX I.D. NO. 916262, SHIELD
NO. #28322, NYPD, 67TH PRECINCT; DEPUTY
INSPECTOR WILLIAM AUBRY, 67TH PRECINCT,
NYPD; NYPD; CITY OF NEW YORK, P.O. JOHN DOE
1-10 & P.O. JANE DOE 1-10,

Defendants.

X

WHEREAS, plaintiff commenced this action by filing a complaint on or about
January 26, 2009, alleging violations of his constitutional rights and pendent state claims; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized counsel to settle this matter as against
defendants on the terms enumerated below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

I. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amounts specified in paragraphs "2" and "3"
below.

2. Defendant City of New York hereby agrees to pay plaintiff the total sum of Nineteen Thousand Dollars (\$19,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismissal with prejudice of all the claims against defendants the City of New York, the New York City Police Department, and Deputy Inspector Aubry, and to release all these defendants and any present or former employees or agents of the City of New York, from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Co-defendant Peter Morales hereby agrees to pay plaintiff the sum of One Thousand (\$1,000.00) Dollars, in full satisfaction of all claims against him, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to dismissal with prejudice of all the claims against defendant Morales and to release defendant Morales from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

4. Co-defendant Peter Morales hereby agrees to withdraw all cross-claims and counter-claims against the City of New York and the New York City Police Department, and to release these defendants, and any of their present or former employees or agents, from any claims or rights of action he may have regarding liability, attorney's fees, costs, expenses, representation, employment, or indemnification.

5. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a

General Release based on the terms of paragraph "2" above and Plaintiff's Affidavit of Status of Liens.

6. Co-defendant Morales shall execute and deliver to defendant City of New York's attorney a General Release based on the terms of paragraph "4" above.

7. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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06:54:16 p.m. 11-02-2009

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Dated: New York, New York
November 1, 2009

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By:

John Burns, Esq. (JB 1072)

SO ORDERED:

U.S.D.J.

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